

CLARK HILL PLC
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009
Joel D. Applebaum (Mich. Bar. No. P36774)
admitted *pro hac vice*
japplebaum@clarkhill.com
(313) 965-8579

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
GENERAL MOTORS CORP, <i>et al.</i> ,)	Case No. 09-50026 (REG)
)	(Jointly Administered)
Debtors.)	

**LIMITED OBJECTION OF RUBBER ENTERPRISES INCORPORATED TO NOTICE
OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY
CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
AND (II) CURE AMOUNTS RELATED THERETO**

Rubber Enterprises Incorporated ("**Rubber Enterprises**") submits this limited objection
(the "**Objection**") and respectfully states as follows:

1. The above-captioned Debtors (collectively, as applicable, the "**Debtors**") served Rubber Enterprises with a *Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* (the "**Cure Notice**") dated June 5, 2009 in which the Debtors express their intention to assume and assign to Vehicle Acquisition Holdings LLC (the "**Purchaser**") certain contracts (the "**Assumable Executory Contracts**") between Rubber Enterprises and the Debtors.

2. Section 365(b)(1)(A) of the Bankruptcy Code provides that the trustee may not assume an executory contract unless the trustee “cures, or provides adequate assurance that the trustee will promptly cure” any default under the contract. 11 U.S.C. § 365(b)(1)(A). According to the United States Court of Appeals for the Second Circuit, “[i]f the debtor is in default on the contract, it will not be allowed to assume the contract unless, at the time of the assumption it, *inter alia*, (a) cures, or provides adequate assurance that it will promptly cure, the default, and (b) provides adequate assurance of its future performance of its obligations under the contract. . . . Congress's intent in imposing these conditions on the ability of the debtor to assume the contract was “to insure that the contracting parties receive the full benefit of their bargain if they are forced to continue performance.” *In re Ionosphere Clubs, Inc.*, 85 F.3d 992, 999 (2nd Cir. 1996) (*internal citations omitted*).

3. On the Contract Website¹, the Debtors identify the Assumable Executory Contracts and assert \$54,704.35 as the corresponding cure amount (the “**Cure Amount**”) that the Debtors believe is sufficient to cure all prepetition defaults under the Assumable Executory Contracts as of June 1, 2009.

4. Rubber Enterprises does not object, *per se*, to assumption and assignment of the Assumable Executory Contracts to Purchaser.

5. Rubber Enterprises does object, however, to the Cure Notice to the extent that the proposed Cure Amount is incorrect and does not reflect all defaults under the Assumable Executory Contracts.

¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Cure Notice.

6. Specifically, with respect to the Assumable Executory Contracts, there is a prepetition balance owed to Rubber Enterprises in an amount that is not less than \$76,302.72. *See Exhibit A attached hereto, General Motors Aged Receivables as of 6/1/09.* Rubber Enterprises will supplement this Objection with additional supporting documentation upon the Debtors' request.

7. Rubber Enterprises also objects to the Cure Notice insofar as any postpetition performance by Rubber Enterprises of the Assumable Executory Contracts may give rise to additional accounts receivable that, as of the prospective time of assumption and assignment, may be due or past-due and properly included in the Cure Amount.

8. Notwithstanding the foregoing, Rubber Enterprises further reserves its rights, in the event that the Assumable Executory Contracts are not assumed, to assert any claims for damages, which claims may include all amounts allowable under applicable law.

9. Rubber Enterprises further objects to the adequacy and the accuracy of the Cure Notice insofar as there may be other contracts with Rubber Enterprises that may or will be assumed and assigned but which have not been included in the Cure Notice.

10. Rubber Enterprises reserves the right to amend or supplement this Objection as additional facts are learned.

Dated: June 12, 2009

Respectfully submitted,

CLARK HILL PLC

/s/ Joel D. Applebaum

Joel D. Applebaum (Mich. Bar No. P36774)
151 S. Old Woodward Avenue, Suite 200
Birmingham, Michigan 48009
(313) 965-8579
japplebaum@clarkhill.com

Counsel to Rubber Enterprises Incorporated

EXHIBIT A

Rubber Enterprises Incorporated - General Motors Aged Receivables as of 6/1/09

IN	246714	Net 30th Prox	5/21/2009	1,417.50	1,180.23	STAYED
IN	246731	Net 30th Prox	5/22/2009	1,562.20	1,562.20	STAYED
IN	246742	Net 30th Prox	5/26/2009	472.50	393.41	STAYED
IN	246804	Net 30th Prox	5/29/2009	18.84	10.48	STAYED
IN	246806	Net 30th Prox	5/29/2009	352.00	352.00	STAYED
18016		BOWLING GREEN PLANT				
IN	246750	Net 30th Prox	Avg Days To Pay 5/26/2009	60.80	60.80	STAYED
37174		SATURN PLANT (800) 562-9084				
IN	244847	NET 30	Avg Days To Pay 1/7/2009	31.00	0.00	
IN	245170	NET 30	2/6/2009	31.00	0.00	
IN	245917	NET 30	4/1/2009	31.00	0.00	
48015		GM TRUCK & BUS GROUP SHREVEPOY				
IN	246695	Net 30th Prox	Avg Days To Pay 5/20/2009	233.99	233.99	STAYED
IN	246720	Net 30th Prox	5/21/2009	381.64	381.64	STAYED
IN	246747	Net 30th Prox	5/26/2009	311.99	311.99	STAYED
IN	246773	Net 30th Prox	5/27/2009	303.64	303.64	STAYED
IN	246792	Net 30th Prox	5/28/2009	311.99	311.99	STAYED
IN	246817	Net 30th Prox	5/29/2009	225.64	225.64	STAYED
48065		GM TRUCK & BUS GROUP FLINT AST				
IN	246504	Net 30th Prox	Avg Days To Pay 5/7/2009	835.80	0.00	
IN	246505	Net 30th Prox	5/7/2009	2,901.06	0.00	
IN	246534	Net 30th Prox	5/8/2009	835.80	0.00	
IN	246552	Net 30th Prox	5/11/2009	208.95	0.00	
IN	246571	Net 30th Prox	5/12/2009	5,802.12	0.00	
IN	246591	Net 30th Prox	5/13/2009	8,703.18	0.00	
IN	246748	Net 30th Prox	5/26/2009	158.91	158.91	STAYED
IN	246749	Net 30th Prox	5/26/2009	40.87	40.87	STAYED
IN	246774	Net 30th Prox	5/27/2009	158.91	158.91	STAYED
IN	246775	Net 30th Prox	5/27/2009	81.74	81.74	STAYED
IN	246793	Net 30th Prox	5/28/2009	307.12	304.67	STAYED
IN	246794	Net 30th Prox	5/28/2009	40.87	40.87	STAYED

48069	GM TRUCK & BUS GROUP PONTIAC T		Avg Days To Pay			
		Net 30th Prox				
IN	246721	Net 30th Prox	5/21/2009	2,901.06	2,901.06	STAYED
IN	246776	Net 30th Prox	5/27/2009	139.30	139.30	STAYED
IN	246787	Net 30th Prox	5/28/2009	79.24	79.24	STAYED
IN	246795	Net 30th Prox	5/28/2009	2,901.06	2,901.06	STAYED
IN	246796	Net 30th Prox	5/28/2009	208.95	208.95	STAYED
IN	246812	Net 30th Prox	5/29/2009	158.48	158.48	STAYED
IN	246818	Net 30th Prox	5/29/2009	2,901.06	2,901.06	STAYED
IN	246819	Net 30th Prox	5/29/2009	208.95	208.95	STAYED
48090	CPC HEADQUARTERS		DISBURSEMENT AN Avg Days To Pay			
		Net 30th Prox				
IN	246469	Net 30th Prox	5/6/2009	212.26	212.26	STAYED
IN	246519	Net 30th Prox	5/8/2009	854.00	854.00	STAYED
IN	246628	Net 30th Prox	5/15/2009	656.00	656.00	STAYED
IN	246693	Net 30th Prox	5/20/2009	893.03	893.03	STAYED
IN	246694	Net 30th Prox	5/20/2009	626.85	626.85	STAYED
IN	246715	Net 30th Prox	5/21/2009	637.27	637.27	STAYED
IN	246716	Net 30th Prox	5/21/2009	247.14	247.14	STAYED
IN	246717	Net 30th Prox	5/21/2009	765.45	765.45	STAYED
IN	246718	Net 30th Prox	5/21/2009	626.85	626.85	STAYED
IN	246732	Net 30th Prox	5/22/2009	656.00	656.00	STAYED
IN	246743	Net 30th Prox	5/26/2009	724.42	724.42	STAYED
IN	246745	Net 30th Prox	5/26/2009	893.03	893.03	STAYED
IN	246746	Net 30th Prox	5/26/2009	626.85	626.85	STAYED
IN	246769	Net 30th Prox	5/27/2009	595.18	595.18	STAYED
IN	246770	Net 30th Prox	5/27/2009	356.45	356.45	STAYED
IN	246771	Net 30th Prox	5/27/2009	893.03	893.03	STAYED
IN	246772	Net 30th Prox	5/27/2009	626.85	626.85	STAYED
IN	246788	Net 30th Prox	5/28/2009	682.33	682.33	STAYED
IN	246789	Net 30th Prox	5/28/2009	109.31	109.31	STAYED
IN	246790	Net 30th Prox	5/28/2009	765.45	765.45	STAYED
IN	246791	Net 30th Prox	5/28/2009	626.85	626.85	STAYED
IN	246809	Net 30th Prox	5/29/2009	1,312.00	0.00	
IN	246813	Net 30th Prox	5/29/2009	468.92	468.92	STAYED
IN	246814	Net 30th Prox	5/29/2009	247.14	247.14	STAYED
IN	246815	Net 30th Prox	5/29/2009	510.30	510.30	STAYED
IN	246816	Net 30th Prox	5/29/2009	417.90	417.90	STAYED

Rubber Enterprises Incorporated - General Motors Aged Receivables as of 6/1/09

48380	RCO	(586) 914-0423	Avg Days To Pay			
IN	246520	NET 30	5/8/2009	854.00	854.00	STAYED
IN	246521	NET 30	5/8/2009	9,190.00	9,190.00	STAYED
IN	246523	NET 30	5/8/2009	2,848.00	2,848.00	STAYED
IN	246778	NET 30	5/27/2009	1,000.00	1,000.00	STAYED
				76,302.72	54,704.35	

Rubber Enterprises Incorporated - General Motors Aged Receivables as of 6/1/09

1805	GENERAL MOTC (55) 234-6042	ROD. PEDRO EROLI	Avg Days To Pay	
IN	245928	Net 30th Prox	4/3/2009	84.75 GM Brazil
IN	246073	Net 30th Prox	4/14/2009	84.75 GM Brazil
				169.50
18761	NAO DIS. ANALYSIS & CONTROL CY		Avg Days To Pay	
IN	246407	Net 30th Prox	5/1/2009	209.02 GM Mexico
IN	246436	Net 30th Prox	5/4/2009	3,777.75 GM Mexico
IN	246455	Net 30th Prox	5/5/2009	87.54 GM Mexico
IN	246456	Net 30th Prox	5/5/2009	850.64 GM Mexico
IN	246479	Net 30th Prox	5/6/2009	973.13 GM Mexico
IN	246502	Net 30th Prox	5/7/2009	756.83 GM Mexico
IN	246532	Net 30th Prox	5/8/2009	216.65 GM Mexico
IN	246651	Net 30th Prox	5/18/2009	2,321.04 GM Mexico
IN	246670	Net 30th Prox	5/19/2009	929.87 GM Mexico
IN	246676	Net 30th Prox	5/22/2009	87.54 GM Mexico
IN	246677	Net 30th Prox	5/22/2009	988.04 GM Mexico
IN	246700	Net 30th Prox	5/20/2009	764.12 GM Mexico
IN	246719	Net 30th Prox	5/21/2009	929.87 GM Mexico
IN	246797	Net 30th Prox	5/28/2009	43.26 GM Mexico
				12,935.30